Propell – Zip Payments – Terms & Conditions

Rules governing the use of the Zip and/or Propell Payment Services (Payment Services Rules)

1.1 Transactions for supply of goods and services

a) Purchases tendered by a Customer for the payment of goods or services to be supplied by the Merchant to the Customer must be honoured;

b) Merchant must not to charge a Customer a different price for a Purchase than that charged to the Customer for other payment methods;

c) Merchant must not to charge a Customer a fee or charge for using Zip and/or Propell as their payment method (ie no surcharge permitted);

d) Merchant must establish and display a fair policy for the exchange or return of merchandise, and give credit to each such return not in cash but by issue of a Refund to the Account;

e) Merchant must handle Transactions so as to minimise the possibility of Customer disputes and the unauthorised use of Accounts;

f) Merchant to perform all obligations to a Customer in connection with a sale giving rise to a Purchase prior to processing the Purchase;

g) If less than the full amount of any sale is included in any Purchase, Merchant must obtain alternative payment in full for the balance due at the time the sale is completed;

h) Merchant is liable for any conduct of any third parties it may contract to perform any role in the completion of the Purchase, including Merchant and delivery;

i) Merchant must not to make any warranty or representation whatsoever to any person which may bind Zip and/or Propell;

j) Merchant must not to enter into a Purchase with a Customer where the goods the subject of the Purchase are not located in Australia at the date of Purchase; and

k) Merchant must not to process a Transaction for the payment of a gift card, gift voucher or prepaid stored value card or voucher.

1.2 Processing Transactions

a) The Merchant must not, without the prior written consent of Zip and/or Propell, process Purchases unless delivery to the Customer will be completed within 14 days of the date of the Transaction;

b) The Merchant must not use two or more Transactions to process one Purchase or process a Transaction where only part of the amount due is included on the Transaction Receipt except:

where the balance of the amount due is paid in cash or by cheque; or

where the goods or services are to be delivered or performed at a later date and one Transaction represents a deposit and the second Transaction represents payment of the balance. The second Transaction must not be presented or processed until the goods are delivered or the services performed;

c) The Merchant must not process a Transaction on behalf of another person including another merchant or allow another person to use the Merchant Facilities;

d) The Merchant must use reasonable care in processing a Transaction to detect fraud or the unauthorised use or forgery of a Transaction;

e) Following each Transaction, the Merchant must immediately provide the Customer a copy of the Transaction Receipt;

f) Unless otherwise authorised by Zip and/or Propell in writing, the information on the Transaction Receipt must be identical with information on any other copy of the Transaction Receipt;

g) The Merchant must comply with all Applicable Laws, any obligations in this Agreement and any direction of Zip and/or Propell in carrying out its obligations in processing, Purchases and Transactions. For the avoidance of doubt a breach of any Applicable Law will constitute a breach of this undertaking; and

h) The Merchant must retain information about a Transaction whether processed manually or electronically for a period of 12 months from the date of the Transaction or such other period required by Applicable Law or notified by Zip and/or Propell.

1.3 Invalid Transactions A Transaction is Invalid if:

a) It Is processed in breach of any of the Zip and/or Propell Payment Services Rules;

b) the Transaction is illegal, including, without limitation, because it is in breach of any relevant governing law, for example, the sale of prescription medicines, controlled substances or other regulated products;

c) the date of the Transaction is a date after this Agreement was suspended or terminated in accordance with this Agreement;

d) the Merchant processes the Transaction knowing (or in circumstances where the Merchant should have known) that the Transaction is unauthorised, fraudulent, or without the authority of the Customer or Zip and/or Propell;

e) the Merchant was notified by Zip and/or Propell not to accept the Transaction;

f) the Transaction Receipt is not completed in accordance with this Agreement or is illegible;

g) the particulars on the copy of the Transaction Receipt given to the Customer are not identical with the particulars on any other copy and the Merchant has not been authorised by Zip and/or Propell in writing to accept invoices which are not identical;

h) the price charged to a Customer a different price for a Purchase than that charged to the Customer for other payment methods;

i) the price charged to a Customer includes a fee or charge for using Zip and/or Propell as their payment method (ie a surcharge has been charged);

j) the Merchant has arranged without Zip and/or Propell's consent for a person other than the Merchant to supply goods, services or cash;

k) the Customer has not received the goods or service as required by the terms of the Purchase and the Merchant has failed to provide Zip and/or Propell with proof of receipt of, and satisfaction with, the goods or services by the Customer within 5 Business Days of Zip and/or Propell's request to do so;

l) the goods or services to which the Purchase relates were supplied from outside Australia without Zip and/or Propell's consent;

m) the Merchant has not otherwise complied with this Agreement in connection with the Transaction and Zip and/or Propell is of the reasonable opinion that such non-compliance may result in Zip and/or Propell suffering a loss;

n) the Transaction is processed by the Merchant on behalf of another person, or has allowed another person to use the Merchant Facilities in connection with the Transaction;

o) the Merchant has accepted a Transaction as payment for goods and services without Authorisation by Zip and/or Propell;

p) the Merchant bills the amount of the Purchase direct to the Customer or receives payment through the use of another credit card or by any other means;

q) in Zip and/or Propell's reasonable opinion, the Customer justifiably disputes liability for the Purchase for any reason;

r) the Transaction was processed in breach of the requirements of this Agreement or by any other method determined by Zip and/or Propell;

s) the goods or services purchased under the Purchase or Transaction Receipt are not of acceptable quality, or are damaged, (on a reasonable determination) and the Merchant is unable to resolve the complaint to the Customer's satisfaction;

t) it:

> is not for the supply of goods or services to a genuine Customer;

> is for cash out on an Account or includes cash out on an Account;

> represents a transfer of funds, not the supply of goods or services; or

the Merchant failed to comply with all messages generated by the Zip and/or Propell Payment Service in relation to the Transaction;

u) the Merchant has not retained the Transaction Receipt log for 12 months from the date of the Transaction;

v) the Merchant does not produce to Zip and/or Propell the Transaction Receipt in respect of the Transaction within five business days of a request by Zip and/or Propell for production of that receipt; or

w) the Transaction was processed for the purchase of a gift card, gift voucher or prepaid stored value card or voucher.

1.4 Chargeback

a) If a Transaction is an Invalid Transaction, Zip and/or Propell may, at its sole discretion (and without a request or demand from a Customer):

   i.   refuse to accept the Transaction; or
   ii.   if the Purchase has been processed, at any time within 18 months of the date of the Transaction, charge that Transaction back to the Merchant by debiting Merchant's account, who will in its turn debit Merchant, or otherwise exercising its rights under this Agreement.

b) Despite any contract, arrangement or understanding to the contrary, in respect of all Transactions processed by the Merchant, the Customer will be entitled to initiate a Chargeback request of the Purchase to the Merchant where the Customer disputes liability for any reason.

c) All Chargeback requests are thoroughly investigated by Zip and/or Propell as per the policies and procedures relating to Chargebacks. Communication with the Merchant is maintained at all stages of the investigation process and Zip and/or Propell expects co-operation from the Merchant during this process.

1.5 Promotional Material, Equipment and Software

a) Zip and/or Propell will supply the Merchant with Software, decals, logos, links, plug-ins, instructions and insignia for the Zip and/or Propell Payment Services and all Merchant Facilities. Zip and/or Propell may supply the Merchant with other promotional material at its discretion. All of these items remain the property of Zip and/or Propell and Zip and/or Propell licenses the Merchant to use the Software and other items on a non-exclusive basis, limited to the use of the Software and items as described in this Agreement.

b) The Merchant will:

   I.   display prominently on the Merchant's website or premises logos, decals, banners, payment links, and other signs advertising the Zip and/or Propell Payment Services; and

II.   not use any advertising or promotional material relating to Zip and/or Propell or the Zip and/or Propell Payment Services except as authorised by Zip and/or Propell IP.

c) The Merchant must display logos, links, banners, signs or other promotional material supplied by Zip and/or Propell on the Merchant's website or premises wherever payment options are presented to the Customer.

d) The Merchant Operating Guides (if any) relating to Zip and/or Propell Payment Services and the Software are and remain the property of Zip and/or Propell.

e) The Merchant must not use the name, logo, any trademarks, brand names, business names or copyright belonging to Zip and/or Propell without the prior written approval of Zip and/or Propell.

f) The Merchant and Merchant authorises Zip and/or Propell to publish the name, address, telephone number and email address of the Merchant and to use any logo applicable to the Merchant in any website, correspondence, circular or publication of Zip and/or Propell.

g) The Merchant will to remove all references to Zip and/or Propell from its' website or premises, uninstall any Software provided, and return all Zip and/or Propell property immediately on termination of either this Agreement, or a Merchant Agreement or if specifically instructed to do so by Zip and/or Propell IP at any time during the term of this Agreement.

1.6 Privacy Law

a) The Merchant warrants and agrees, it is aware of, and to comply with:

  i.   any Privacy Law by which it is bound; and
  ii. any other privacy requirement notified by Zip and/or Propell including Zip and/or Propell's Privacy Policy displayed at www.Zip.com www.Propellme.com.au

b) The Merchant acknowledges that it does not rely on any information or representation supplied by Zip and/or Propell to the Merchant as advice regarding compliance with the Privacy Laws.

1.7 Merchant Facilities – Zip and/or Propell

a) The Merchant acknowledges that if it uses the Zip Payment Services to accept payment from a Customer for a Purchase in respect of a Sale Contract using ZipCredit that Zip Credit is regulated by the Code.
b) In order for Zip and/or Propell to establish a defense and/or ensure that we do not incur any liability as a Linked Credit Provider or otherwise, we require and the Merchant and or Merchant must provide:
  i.   any information and correspondence that may affect the validity of a Purchase, Sale Contract and/or the Credit; and

      ii. such other information reasonably requested by Zip and/or Propell from time to time to demonstrate the Merchant's ability to satisfy the representations and warranties made by them to Zip and/or Propell; and

c) The Merchant agrees to indemnify Zip and/or Propell and keep Zip and/or Propell indemnified against any liability or loss, expenses, damages, and costs (including legal costs on a solicitor and own client basis) sustained or incurred, arising directly or in connection with:

    a. any legal proceedings brought against Zip and/or Propell as a result of or in respect of breaches by the Merchant of a Purchase or Sale Contract;

    b. any misrepresentation, breach of contract and/or failure of consideration relating to any Purchase or Sale Contract for the supply of goods or services by the Merchant to a Customer; and

    c. the discharge of any facility provided by Zip and/or Propell to a Customer in respect of the Credit as a result of the operation of the Linked Credit Provider provisions of the Code or other consumer protection legislation; and

    d. the termination of any facility provided by Zip and/or Propell to a Customer in respect of the Credit by Zip and/or Propell due to complaints by a Customer in relation to the Merchant's conduct.

Each indemnity in this clause is a continuing obligation, separate and independent from your other obligations and survives termination of this Agreement for whatever reason.

Any indemnity is absolute and is not conditional on Zip and/or Propell and the exercise of any rights we may have against the Customer.

d) The Merchant represents and warrants to Zip and/or Propell that:

    i. there has been no misrepresentation, breach of contract or failure of consideration by the Merchants in respect of any Purchase or Sale Contract to which the Credit relates; and

e) There is no legal action pending against the Merchant or Merchant arising from or relating to a breach of the Code or Australian Consumer Law or your ability to pay your debts as and when they fall due.

1.8 Settlement

    a.   Authorised Transactions will be settled by Propell to a bank account designated for such purpose by Merchant.

    b.   All funds generated by Authorised Transactions will be settled by Propell to Merchant within 5 (five) business days after Propell received the Authorisation for the Transaction. Propell will make one settlement payment per day.

1.9 Fees and Charges

    c.   Partner agrees to pay Zip and/or Propell a Merchant Fee at the rates outlined Below (the Merchant Rate). The Merchant Fee in relation to a particular settlement payment from Zip and/or Propell to Merchant will be deducted from that settlement payment in the currency of the relevant Transaction.

d.   All of Zip and/or Propell's services and related costs under this Agreement are covered by the Partner Fee

e.   Unless otherwise indicated, all amounts payable by Zip and/or Propell to Merchant in relation to this Agreement have been calculated exclusive of any GST. If a Party makes a Supply under or in connection with this Agreement in respect of which GST is payable, the consideration for the Supply is increased by an amount equal to the rate of GST prevailing at the time the Supply is made. Defined terms in this clause which are not defined in this Agreement have the definition given to those terms in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

f.   The Merchant Fee covers all services and costs of Zip and/or Propell for performance of all activities under this Agreement and the use of the Zip and/or Propell Payment Services by Merchants. The Merchant Fee is applied to each Transaction which is settled to Merchant and is withheld or set off by Zip and/or Propell from settlement payments to Merchant in the currency of the relevant Transaction.

g.   For Authorised Transactions processed by Merchant via Zip and/or Propell Payment Services on Propell Platform, Merchant will pay a fee (Merchant Rate) + 0.15 cents per transaction, which is determined by the Merchant Category that the Merchant Falls into:

Zip Pay and 6 MIF Zip Money	Merchant Rate	
	RRP	SMR
Accomodation	3.00%	2.00%
Airlines		
Automotive	3.00%	2.00%
Beauty	3.00%	2.00%
B2B & Wholesale	3.00%	2.00%
Charity		
Clothes and Shoes	3.00%	2.00%
Electronics	2.50%	1.50%
Events/Ticketing	2.00%	1.00%
Furniture and Homeware	3.00%	2.00%
General Retail	3.00%	2.00%
Grocery	1.00%	0.50%
Home Supplies and Hardware	3.00%	2.00%
Health (non HICAPS/healthpoint)	3.00%	2.00%
HICAPS/Healthpoint	2.50%	2.00%
Restaurants / Hospitality	2.00%	1.50%
Recreational Goods & Activities	2.50%	2.00%
Trades and Services	3.00%	2.00%
Travel	2.00%	1.50%
Utilities	1.50%	
Watches and Jewellery	3.00%	2.00%

1.10 Prohibited and Restricted Products

The following products are ineligible and will not be authorised on the Zip and/or Propell or Propell platform:

> (1) *Tattoos and piercings*
> (2) *Gambling and Lottery*
> (3) *Prostitution and escort services*
> (4) *Money Services Business (Financial products or services)*
> (5) *Political & Non-Profits organisations, parties or initiatives*
> (6) *Religious, Civic Organizations*
> (7) *Firearms and weapons including replicas, gel air blasters, knives*
> (8) *SARMs products*
> (9) *Products or services that breach any relevant governing law*

Additional Definitions

Account means a Zip and/or Propell Account held by a Zip and/or Propell Customer for use with Transactions made via Zip and/or Propell Payment Services.

Accountholder means a Zip and/or Propell Customer with an Account.

Australian Consumer Law means Schedule 2 to the Competition and Consumer Act 2010 (Cth) and any regulation made under the Australian Consumer Law.

Authorisation or **Authorised** means a process by which Zip and/or Propell provides an authorisation for a Transaction, which may be used by a Merchant at a later time or date to initiate the credit or debit of funds to facilitate the settlement of those Transactions.

Chargeback means a Transaction that Zip and/or Propell debits back to the Merchant in accordance with clause 4.4 of this Schedule (Schedule 4).

Code means the National Credit Code set out in Schedule 1 of the National Consumer Credit Protection Act 2009 (Cth) and any regulations made under that Code, as in force from time to time.

Customer means an Accountholder making a Purchase with a Merchant.

Invalid Transaction means a Transaction of the type referred to in clause 4.3 of this Schedule (Schedule 4).

Linked Credit Provider has the meaning set out in section 127 of the Code.

Merchant means the person with whom Propell has entered into a Merchant Contract and where more than one person, Merchant means each person separately and two or more persons jointly. Merchant includes the Merchant's administrators, successors and assigns

Merchant Contract means our agreement with You for the Merchant Facility and is made up of these Terms and Conditions, the platform terms of use policy and any documentation we provide to you from time to time in a manner permitted under these Terms and Conditions

Merchant Facilities means the Propell Payment Services Propell makes available to the Merchant and Merchant under this Agreement.

Merchant Operating Guide means the Policies and Procedures guide issued and re-issued from time to time by Propell in relation to the use of the Zip and/or Propell Payment Services.

Privacy Law means all legislation, principles, industry codes and policies relating to the collection, use, disclosure, storage or granting of access rights to Personal Information.

Purchase means a Transaction using an Account to pay the Merchant for the supply of goods and services in discharge of the Accountholder's debt for the goods or services supplied by the Merchant to the Customer.

Refund means a Transaction reversing a Purchase (in full or partially) and crediting the Account.
Sale Contract means any or each form of contract between the Merchant and Customer for the supply of goods and/or services by the Merchant to the Customer.

Software means the object code version of Zip and/or Propell's client Software Development Kit (" SDK "), HTML code, application programming interfaces (APIs), related documentation and other client Software, plug-in or code which Zip and/or Propell provides to Merchant, including updates, to enable Zip and/or Propell to provide the Zip and/or Propell Payment Services to the Merchant. Unless otherwise specified, Software shall not include any source code. The Software is proprietary to Zip and/or Propell and is licensed to the Merchant for the purposes of this Agreement.

Transaction includes but is not limited to a Purchase, Refund or Chargeback, authorised by Zip and/or Propell, which is processed by Zip and/or Propell or the Merchant.

Transaction Receipt means any document, invoice or record used to evidence a Transaction.

Zip, means Zip Money Payments Pty Limited ABN 58 164 440 993, Australian Credit Licence Number 441878.

Credit means the credit provided by Zip to the Customers who use ZipMoney in relation to a Purchase or a Sale Contract.

ZipPayment Services means the online payment gateway and supporting services offered by Zip to process and administer Transactions.